

Such insurance shall include Contractual Liability coverage. The method of providing evidence of insurance and requirements for additional insureds, primary insurance, notice of cancellation, and Severability-of-Interest shall be the same as required in the Commercial General Liability Section of terms and conditions.

d. Other Conditions:

(1) Failure to maintain and provide acceptable evidence of any of the required insurance for the required period of coverage shall constitute a major breach of Contract, upon which IPSC may immediately terminate or suspend this Contract. In addition or in the alternative, IPSC has the right (but not duty), to procure such insurance after providing Contractor a reasonable opportunity to cure any defect in insurance coverage and (a) to submit a claim for the cost thereof against any Performance Bond supplied by Contractor, (b) to deduct the cost thereof from any monies due Contractor under this Contract or otherwise, and/or (c) to charge and collect the cost thereof from Contractor, payable upon demand. Such claim, deduction, or charge shall include an administrative fee of 2 percent of the cost of procuring said insurance. Said insurance may be procured and maintained in the name of Contractor, IPA, IPSC, LADWP, and/or any combination thereof, as primary and/or secondary insured, all as IPSC may from time to time elect.

(2) Contractor shall be responsible for all subcontractors' compliance with these insurance requirements. The foregoing remedies in subsection (1) shall be available to IPSC against Contractor for any failure by any subcontractor to maintain and provide the required insurance.

5. Transportation: All shipments of hazardous materials under this Contract or in connection herewith shall be handled in accordance with current U.S. Department of Transportation regulations and all other applicable federal, state, and local laws and regulations.

6. Safety: Contractor agrees, warrants, and represents that (a) it is familiar with the risks of injury associated with the Work and otherwise being on IPP plant site, (b) has reviewed the Work to be performed, (c) has inspected the IPP job site with an IPSC representative, and (d) has determined that no unusual or peculiar risk of harm exists with regard to the Work to be performed at the IPP plant site. Contractor further agrees that it shall, at all times, provide at the IPP plant site a competent supervisor(s) familiar with IPSC's and the industry's safety standards to ensure compliance with all federal, state, and local regulations pertaining to safety (including, but not limited to, Federal and State OSHA, as said regulations relate to the Work to be performed under this Contract). Although IPSC assumes no responsibility to oversee or supervise the Work, IPSC reserves the right to review safety programs and practices and to make